

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbia Ultimate Business Systems, Inc.		06/10/2016	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	NXT Capital, LLC, as Agent
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4874673	CLAIMWARE
Registration Number:	4716766	ULTIMATE
Registration Number:	4552240	HEALTHWARE
Registration Number:	4235881	CU·INTERACT
Registration Number:	3063285	RPCS
Registration Number:	3437976	ULTIMATECARE PLUS
Registration Number:	3437975	ULTIMATECARE
Registration Number:	3253252	COLLECTOR EXPRESS
Registration Number:	3251035	REVQ
Registration Number:	3251034	REVENUE RESULTS
Registration Number:	3249086	
Registration Number:	3592552	AJILITY
Registration Number:	2618059	CU EMULATE
Registration Number:	2699674	CU CONVERSE
Registration Number:	2634804	CU SOURCE
Registration Number:	2620926	CU CORRESPOND
Registration Number:	2634803	CU TRANSIT
Registration Number:	2669557	MANAGEMED
Registration Number:	2424525	THE COLLECTOR SYSTEM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2308535	COLUMBIA ULTIMATE
Registration Number:	2182938	IMMEDIA PLUS

# **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3125778265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic C/O Katten

**Address Line 1:** 525 W Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	342663-108
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	06/10/2016

# **Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10<sup>th</sup> day of June, 2016, by Columbia Ultimate Business Systems, Inc., a Nevada corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 10, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 10, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COLUMBIA ULTIMATE BUSINESS  
SYSTEMS, INC., a Nevada corporation

By: 

Name: Matthew L. Altman

Title: Chairman of the Board

Trademark Security Agreement

TRADEMARK  
REEL: 005811 FRAME: 0381

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,**  
as Agent

By: 

Name: Jeremy DeFrancisco


Title: Vice President

# SCHEDULE 1

## Trademark Registrations

### Trademarks

#### Columbia Ultimate Business Services, Inc.:

	Serial Number	Reg. Number	Word Mark	Mark
1	85610647	4874673	CLAIMWARE	
2	85610655	4716766	ULTIMATE	
3	85610659	4552240	HEALTHWARE	
4	85029000	4235881	CU-INTERACT	<b>CU•INTERACT</b>
5	78579718	3063285	RPCS	
6	78788857	3437976	ULTIMATECARE PLUS	
7	78788847	3437975	ULTIMATECARE	
8	78810491	3253252	COLLECTOR EXPRESS	
9	78806003	3251035	REVQ	
10	78806000	3251034	REVENUE RESULTS	
11	78759836	3249086		
12	77348423	3592552	AJILITY	
13	76336278	2618059	CU EMULATE	

14	76327238	2699674	CU CONVERSE	
15	76305851	2634804	CU SOURCE	
16	76305649	2620926	CU CORRESPOND	
17	76305648	2634803	CU TRANSIT	
18	75789626	2669557	MANAGEMED	
19	75649278	2424525	THE COLLECTOR SYSTEM	
20	75455806	2308535	COLUMBIA ULTIMATE	
21	75230808	2182938	IMMEDIA PLUS	